

Yellow Medicine County Highway Department

1320 13th Street

Granite Falls MN 56241-1286

Phone (320) 313-3000 Fax (320) 564-2140

APPLICATION FOR BARRICADING COUNTY ROAD PERMIT

Name of Organization: _____

Representative of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Date(s) of Road Closure: _____

The undersigned hereby makes application for a permit to barricade County Highway No. _____

at the location of _____.

This permit does not in any way relieve the applicant of liability for damages caused to the road, or resulting from traffic accidents that may in any way be related to the permit. All damages, claims, or adjustments shall be the responsibility of the party requesting and signing the permit. It is understood that the County Highway is to be restored to its original condition.

HOLD HARMLESS AGREEMENT CLAUSE

The applicant agrees to indemnify, hold harmless, and defend the County of Yellow Medicine and the State of Minnesota, its officials, agents, servants, and employees from payment of any sum or sums of money to any persons whomsoever, for all attorney fees, costs of investigation, and of defense, claims, actions, or suits growing out of injuries, including death, to persons or property damage caused by the applicant's employees act of barricading of County Highway No. _____ for the following purpose:

It is further the intent of this Agreement to hold the applicant responsible for the payment of any and all claims, suits, or liens due to any negligent act, error, or omission by the applicant's employees which may be in any way attributable to or asserted against the County of Yellow Medicine and the State of Minnesota and/or its officials, agents, servants, or employees as applicant's employees' act of barricading the County Highway. In addition to holding the County and State harmless, the applicant will provide toe defense for the County and State, its officials, agents, servants, and/or employees, and will pay the costs of that defense of any legal action brought, due to acts or actions of the applicant's employees.

The applicant also agrees to provide general liability and property insurance in accordance with the following provisions: **(A)** The insurance shall be a standard general liability policy and shall be filed in the County Highway Department office. **(B)** Unless otherwise provided in writing, signed by the County, the limits of liability shall be as follows:

Coverage

Bodily Injury Liability
Property Damage Liability
Physical Damage to Property

Limits of Liability

\$200,000.00 each occurrence
\$200,000.00 each occurrence
\$200,000.00 each occurrence

Bodily Injury Liability
Property Damage Liability
Physical Damage to Property

\$600,000.00 aggregate
\$600,000.00 aggregate
\$600,000.00 aggregate

(C) The insurance shall be in full force and effect before any road closure is performed on the County Highway. (D) The applicant shall not cancel the insurance until the road closure for which it is required has been completed, and the County Highway has been reopened. The insurer shall provide notice to the County Highway Department prior to any termination. (E) A *Certificate of Insurance* shall be delivered to the County Highway Department at least 10 days in advance of the date of the road closure for which the insurance is required. (F) Instructions shall be given by the County Highway Department to the applicant on correct installation of barricades as outlined in the MN/DOT Temporary Traffic Control Zone Layouts Field Manual. (G) In case of an accident, the applicant agrees to contact the Yellow Medicine County Highway Department and complete an accident investigation report.

Date

Applicant's Signature

Please print applicant name

APPROVAL BY YELLOW MEDICINE COUNTY ENGINEER

Approval is hereby given to _____

to barricade County Highway No. _____ as indicated above.

Dated at Granite Falls, Minnesota, on the _____ day of _____, 20____.

Yellow Medicine County Engineer

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RESERVATION MADE WITH YELLOW MEDICINE COUNTY HIGHWAY DEPARTMENT

To be completed by applicant:

Materials will be (delivered to) (picked up at the _____ shop by)
the applicant on _____.

Materials will be (returned to the _____ shop by applicant)
(picked up by County Highway Department) on _____.

Date

Applicant Signature

Date

YMC Highway Foreman or Engineer